

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

TAIMONDA BLAIR,

Plaintiff,

v.

CHIPOTLE MEXICAN GRILL
OF COLORADO, LLC,

Defendant.

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Case No. 4:19-CV-106-SPM

OFFER OF JUDGMENT

COMES NOW Defendant Chipotle Mexican Grill of Colorado, LLC (“Defendant”), by and through its counsel, pursuant to Rule 68(a) of the Federal Rules of Civil Procedure, and while expressly denying liability and denying that any judgment entered as a result of this offer has preclusive effect in any litigation other than the instant case, hereby offers to allow judgment to be entered against it and solely in favor of Plaintiff Taimonda Blair (“Plaintiff”), on the claims contained in Plaintiff’s Petition, pursuant to the terms set forth below:

1. Judgment shall be entered against Defendant in favor of Plaintiff on the claims contained in Plaintiff’s Petition in the amount of Sixty-Seven Thousand Dollars and Zero Cents (\$67,000.00);

2. The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiff against Defendant that relate to the allegations contained in Plaintiff’s Petition, and said Judgment shall have no effect whatsoever except in settlement of those claims; and

3. This Offer of Judgment is not an admission that Defendant is liable in this action, that Defendant committed any or all of the acts alleged in Plaintiff’s Petition, or that Plaintiff suffered any damages; Defendant specifically denies all liability.

In accordance with Rule 68 of the Federal Rules of Civil Procedure, if this Offer of Judgment is not accepted by Plaintiff within fourteen (14) days after service of this Offer of Judgment, this Offer of Judgment shall be deemed withdrawn and any evidence of this Offer of Judgment will be inadmissible except in any proceeding to recover costs.

In accordance with Rule 68 of the Federal Rules of Civil Procedure, if this Offer of Judgment is not accepted by Plaintiff and any judgment is entered in favor of Plaintiff against Defendant that is not more favorable than this Offer of Judgment, Plaintiff must pay all costs incurred after the service of this Offer of Judgment upon Plaintiff's counsel.

LEWIS RICE LLC

Dated: November 7, 2019

By: /s/ Michael L. Jente
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*Attorneys for Defendant
Chipotle Mexican Grill of Colorado, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of November, 2019, a copy of the foregoing was served via electronic mail and U.S. Mail, first class postage pre-paid, on the following counsel of record:

Christopher A. Allen
GOLDBLATT & SINGER
8182 Maryland Ave., Ste. 801
Clayton, MO 63105
callen@stlinjurylaw.com

/s/ Michael L. Jente _____

NOTICE OF ACCEPTANCE OF OFFER OF JUDGMENT

COMES NOW Plaintiff, Taimonda Blair, by and through her undersigned counsel, and pursuant to Federal Rule of Civil Procedure 68(a), hereby accepts Defendant's Offer of Judgment, set forth above.

Dated: November 8, 2019

Gregory Linhares
Clerk of Court

By: Katie Kratzer
Deputy Clerk

Dated November 13, 2019

GOLDBLATT + SINGER

By: _____

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